



ZEROFOX FOR BUSINESS MASTER CUSTOMER AGREEMENT

This Master Customer Agreement (this “*Agreement*”) is between ZeroFOX, Inc., a Delaware (USA) corporation (“*ZeroFOX*”) and _____ (“*Customer*”). Capitalized terms not otherwise defined in this Agreement will have the respective meanings assigned to them in Section 41.

1. Scope. This Agreement sets forth the terms pursuant to which Customer (and, subject to Section 2, its Contracting Affiliates) may purchase, and ZeroFOX will provide, Subscription Services and Support Services through one or more Orders. Each Order will be deemed to incorporate the terms of this Agreement and identify, as applicable, the Subscription Services, Support Services, Service Parameters, Order Term, fees and other relevant details.

2. Affiliates. Subject to ZeroFOX’s acceptance, Customer’s Affiliates may enter into Orders. Each such Order will be a separate agreement between ZeroFOX and the Customer’s Affiliate that signs the Order (each, a “*Contracting Affiliate*”), and in each such case all references to “*Customer*” in this Agreement will be deemed references to such Contracting Affiliate. In cases where a Customer’s Affiliate has not entered into an Order or other separate agreement directly with ZeroFOX, Customer may authorize such Affiliate (each, a “*Covered Affiliate*”) to access and use the Subscription Services, and to receive Support Services, under an Order between ZeroFOX and Customer. In such cases, references to “*Customer*” in the Order and this Agreement will be deemed references to both Customer and the Covered Affiliate(s), all of which will be jointly liable for compliance with the Order and this Agreement. As between ZeroFOX and Customer, Customer accepts full liability for the acts and omissions of its Covered Affiliates.

3. Subscription Services. Subject to this Agreement, Customer and its Covered Affiliates are authorized to access and use the Subscription Services specified in the Order and associated User Guide for the Order Term solely for Customer’s and Covered Affiliates’ internal business purposes. These authorizations are subject to the Service Parameters and are limited, nonexclusive and (subject to Section 35) non-transferable.

4. Support Services. Subject to this Agreement, ZeroFOX will provide Support Services at the plan levels purchased under the Order (if any). Customer agrees to provide ZeroFOX with reasonable information and assistance to facilitate performance of Support Services. To the extent ZeroFOX creates reports or other works in the course of providing Support Services (“*Ancillary Works*”), Customer is authorized to use the Ancillary Works in connection with purchased Subscription Services solely for Customer’s and Covered Affiliates’ internal business purposes.

5. Customer Content. As between the Parties, Customer owns all right, title and interest in and to Customer Content, including all associated Intellectual Property Rights. Customer, on behalf of itself and its Covered Affiliates and Authorized Users, hereby grants to ZeroFOX a non-exclusive, royalty-free, right and license during the Order Term to use, reproduce, transmit, perform, display and store Customer Content solely for ZeroFOX (and subject to Section 31, its Affiliates and Ordinary Course Providers) to fulfill ZeroFOX’s obligations and provide the Subscription Services and Support Services under the Order. ZeroFOX will employ appropriate security measures throughout the Order Term, taking into account the nature of the information, data and content processed by the Subscription Services, in accordance with applicable industry practice to protect Customer Content from accidental loss and from unauthorized access, use, alteration or disclosure. Without limiting the foregoing, ZeroFOX will comply with Data Protection Law with respect to its use of Customer Content comprising Personal Information.

6. Source Content, Source Platforms and Other Outside Material. The Subscription Services support access to Source Content and may support integrations or connections to Source Platforms and to other third-party (or Customer) applications, websites, domains, platforms or materials (collectively, but exclusive of any Customer Content therein, “*Third-Party Applications*”). By accessing or using Third-Party Applications with or through the Subscription Services, Customer hereby grants to ZeroFOX permission to access and use (and to interoperate with as necessary) the Third-Party Applications. ZeroFOX does not endorse and is not responsible or liable for the behavior, features, or content of any Third-Party Applications, and content provided by a Third-Party Application may be subject to Intellectual Property Rights, privacy or publicity rights. Customer acknowledges that ZeroFOX may collect objectionable content that may be defamatory, obscene, abusive and/or contain Malicious Code while providing the Services. ZeroFOX does not warrant continuing compatibility and has no support obligations with respect to Third-Party Applications. Any changes to Source Platforms or other Third-Party Applications, including their availability or unavailability, during the Order Term does not affect Customer's obligations under this Agreement.

7. Takedown Requests. If included in purchased Support Services and requested by Customer, ZeroFOX will initiate Takedown Requests with the applicable Source Platform or other third-party online service provider. In such case, Customer hereby grants to ZeroFOX for the Order Term a limited, revocable appointment to submit Takedown Requests on behalf of Customer (and any Covered Affiliate and Authorized Users), and agrees to provide written authorizations upon ZeroFOX's request that ZeroFOX can share with the third-party provider(s) to confirm ZeroFOX's authority to submit such Takedown Requests. Customer understands that ZeroFOX does not and cannot control the processing of Takedown Requests by Source Platforms or other third-party providers, guarantee success or provide legal advice.

8. Customer Responsibilities Customer will: (a) be responsible for Authorized Users' compliance with this agreement, documentation, and applicable Orders; (b) be responsible for the accuracy, quality and legality of Customer Content (c) be responsible for all notices and receiving all consents and authorizations from its employees, agents and contractors ("*Personnel*") and providers of Outside Materials, including any and all notices and receiving all consents and authorizations required under Data Protection Law from its Personnel with respect to applicable law; (d) use Services only in accordance with this agreement, Documentation, Order, applicable laws and governing regulations (e) ensuring no Customer Content includes Sensitive Information; and (f) use commercially reasonable efforts to prevent unauthorized access or use of the Services, and (g) shall contact ZeroFOX promptly if any logins are lost, stolen or compromised or Customer reasonably believes the Services have been compromised.

9. Customer Restrictions. No provision of this Agreement includes the right to, and Customer shall not, directly or indirectly: (a) enable any person or entity other than Authorized Users to access and use the Services; (b) modify or create any derivative work based upon the Services; (c) engage in, permit or suffer to continue any copying or distribution of the Services; (d) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, any software that is part of the Subscription Services (except to the extent such restriction is limited under Applicable Law); (e) access or use the Services, User Guide or Ancillary Works for purposes of competitive analysis or the development, provision or use of competing products or services; (f) remove, obscure or alter the Acceptable Use Policy or any proprietary notice related to the Services; (g) send or store Malicious Code; or (h) use or permit others to use the Services other than as described in the User Guide, the Acceptable Use Policy and this Agreement, or for any unlawful purpose.

10. Investigation and Suspension. ZeroFOX reserves the right to investigate potential violations of Sections 8 and 9, and to monitor, restrict and remove any Customer Content or Outside Material. In the event ZeroFOX believes the terms of Section 8 or 9 are being violated, in addition to any other remedies available at law or in equity (including termination pursuant to Section 24), ZeroFOX will have the right to suspend, as applicable, Authorized Users' access to and use of the Services for so long as is reasonably necessary to address the potential violation. Except in urgent or emergency situations, ZeroFOX will notify Customer of any such suspension in advance (each, a "*Suspension Notice*"), and work with Customer in good faith to resolve the potential violation. In addition, ZeroFOX may report any activity that ZeroFOX reasonably believes violates any law or regulation to law enforcement, regulators or other appropriate party, and may also cooperate with any investigation by such parties. For clarity, ZeroFOX reserves the right, but does not assume any obligation to Customer, its Covered Affiliates or their Authorized Users (except with respect to the Suspension Notice), to take any of the actions described in this Section 10.

11. Service Improvements, Developments and Analytics. ZeroFOX may make such changes to any of the Services, User Guide and/or Ancillary Works that ZeroFOX deems necessary or appropriate: (a) to comply with Applicable Law or Outside ToS; (b) based on suggestions or feedback from Customer with respect to the Services, User Guide and/or Ancillary Works ("*Feedback*"); or (c) to enhance the competitive strength of the Services and, subject to Sections 19 and 20, the quality, delivery or performance of Services. Subject to this Section and Applicable Law, ZeroFOX may use information related to Customer's use of the Services ("*Analytics*") to provide, evaluate, improve and promote ZeroFOX's software and services, including to provide Authorized Users with insights and other reporting. Except where Analytics are used directly for Customer, ZeroFOX shall de-identify Analytics with respect to any Personal Information and shall in no event attribute any Analytics to Customer (or any Authorized User) without Customer's prior written consent. The foregoing shall not, however, preclude ZeroFOX from using Source Content or other Outside Material that is or becomes publicly available.

12. ZeroFOX Proprietary Rights. Exclusive of any Customer Content or Customer Confidential Information used in the performance of the Services or contained in the reports, ZeroFOX is the sole and exclusive owner of all right, title and interest in and to the Services, User Guide, Feedback, and all associated Intellectual Property Rights therein, as well as any and all know-how, processes, methods, specifications, inventions, user interfaces, libraries and other technology and materials of any kind that are used or provided by ZeroFOX to Customer or an Authorized User in connection with the Services. No title to or

ownership of the Services or any associated Intellectual Property Rights is transferred under this Agreement and ZeroFOX reserves all rights not otherwise expressly granted in this Agreement.

13. Payments. Customer shall pay to ZeroFOX the amounts specified in each Order in accordance with its terms and this Agreement. Unless otherwise specified in the Order, all amounts must be paid in U.S. dollars within 30 days of receipt of each ZeroFOX invoice. All amounts shall be fully earned when paid and non-refundable unless: (a) an Order is terminated early by Customer pursuant to Section 19; (b) this Agreement and all Orders are terminated early by Customer pursuant to Section 24; or (c) this Agreement and all Orders are terminated early by ZeroFOX pursuant to Section 28, in which case (i) Customer shall not be obligated to pay any additional amounts specified in the applicable Orders following the effective date of termination, and (ii) ZeroFOX will refund to Customer a pro rata share of any unused amounts prepaid by Customer under the applicable Order for the Subscription Services on the basis of the remaining portion of the current Order Term (a "*Pro-Rated Refund*"). In all other cases, and regardless of whether Customer uses the Services at the levels reflected in the Orders or otherwise, Customer is responsible for paying all amounts specified in the Orders through expiration of the applicable Order Terms.

14. Taxes. All fees and amounts set forth in the Orders are exclusive of taxes, levies, duties or charges imposed by government authorities (collectively, "*Taxes*"). Customer shall be solely responsible for all sales, service, value-added, use, excise, consumption and any other Taxes on amounts payable by Customer under the Orders and this Agreement (other than any Taxes on ZeroFOX's income, revenues, gross receipts, personnel or assets). If Customer is required to deduct or withhold any Taxes under Applicable Law, Customer must pay the amount deducted or withheld as required by Applicable Law and pay ZeroFOX an additional amount so that ZeroFOX receives payment in full of amounts due under this Agreement as if there were no deduction or withholding.

15. Reserved.

16. Confidential Information. As used in this Agreement, "*Confidential Information*" means any information disclosed by one Party, its Affiliates, business partners or their respective employees, agents or contractors (the "*Discloser*") that is designated as confidential, either orally or in writing, or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes without limitation: (a) information relating to the Discloser's or its Affiliates' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that the Discloser is obligated to keep confidential; (c) Customer Content; and (d) the terms of this Agreement. However, Confidential Information does not include any information that: (i) was known to the Party that receives any Confidential Information (the "*Recipient*") prior to receiving the same from the Discloser in connection with this Agreement; (ii) is independently developed by the Recipient without reference to or use of the Discloser's Confidential Information; (iii) is acquired by the Recipient from another source without restriction as to use or disclosure; or (iv) is or becomes publicly available through no fault or action of the Recipient.

17. Confidentiality and Non-Disclosure. Each Party reserves any and all right, title and interest, including any Intellectual Property Rights, that it may have in or to any Confidential Information that it may disclose to the other Party under this Agreement. The Recipient shall protect Confidential Information of the Discloser against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event shall use less than a reasonable standard of care to protect such Confidential Information. The Recipient shall use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser. This Section will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the Recipient's performance of its obligations or exercise of its rights under this Agreement; (b) any use or disclosure required by Applicable Law, provided that the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information; or (c) any use or disclosure made with the consent of the Discloser. In the event of any breach or threatened breach by the Recipient of its obligations under this Section, the Discloser will be entitled to seek injunctive and other equitable relief to enforce such obligations.

18. Mutual Warranties. Each Party represents and warrants that: (a) it has the legal authority to enter into this Agreement, to grant the rights granted by it under this Agreement and to perform its obligations under this Agreement; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; and (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by the Party.

19. Subscription Services Warranty. ZeroFOX warrants to Customer that, during the Order Term: (a) the Subscription Services will perform and provide functionality substantially in accordance with the User Guide and (b) any changes to the Subscription Services pursuant to Section 11 or otherwise will not materially decrease the functionality of the Subscription Services as of the effective date of the applicable Order. ZeroFOX's sole liability, and Customer's sole and exclusive remedy, for any breach of the warranties under this Section 19 will be, in ZeroFOX's sole discretion and at no charge to Customer: (i) to use commercially reasonable efforts to correct the alleged defect or otherwise repair, replace or provide a workaround for the non-conformity, or if ZeroFOX is unable to do so, (ii) to allow Customer to terminate the applicable Order(s), in which case ZeroFOX will issue a Pro-Rated Refund. The warranties under this Section 19 do not apply to the Availability of the Subscription Services, which shall be governed exclusively by the Business Services Addendum. In addition, the warranties under this Section 19 and Section 20 do not extend to the following (collectively, "*Warranty Exceptions*"): Outside Changes, Force Majeure Events (as discussed in Section 33), or any use of the Services other than in accordance with this Agreement and the User Guide, Acceptable Use Policy, Outside ToS and Order.

20. Support Services Warranty. Subject to the Warranty Exceptions, ZeroFOX warrants to Customer that, during the Order Term, ZeroFOX will perform all Support Services included under the Order in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. ZeroFOX's sole liability, and Customer's sole and exclusive remedy, for any breach of the warranties under this Section 20 will be, in ZeroFOX's sole discretion, and at no charge to Customer, to re-perform the non-conforming Support Services, provided Customer notifies ZeroFOX in writing of any alleged non-conformity within 20 days of delivery of the applicable Support Services.

21. General Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OR GUARANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

22. Service Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 19 AND 20 AND THE AVAILABILITY COMMITMENTS IN THE BUSINESS SERVICES ADDENDUM, ALL SERVICES AND MATERIALS ARE PROVIDED "AS IS." WITHOUT LIMITING SECTION 21, ZEROFOX MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, USER GUIDE OR ANCILLARY WORKS, OR RESULTS OF THE USE THEREOF, WILL: (a) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, (b) OPERATE WITHOUT INTERRUPTION, (c) ACHIEVE ANY INTENDED RESULT, (d) BE COMPATIBLE, WORK WITH OR CONTINUE TO WORK WITH OUTSIDE MATERIAL OR (e) BE ERROR FREE. ZEROFOX ASSUMES NO LIABILITY OR RESPONSIBILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM USE OF THE SERVICES.

23. Term; Survival. Unless terminated early in accordance with Section 24 or 28, the term of this Agreement will continue through the expiration or earlier termination of the last Order to be in effect. The provisions set forth in the following Sections, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: 9, 11, 12, 16, 17, 21 through 30, and 34 through 40.

24. Early Termination. ZeroFOX may terminate any Order or suspend Services upon written notice to Customer if Customer fails to pay any amount due under the Order, and such failure continues more than 30 days after ZeroFOX's delivery of written notice. In addition, either Party may terminate this Agreement and all Orders, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach (if capable of cure) remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach.

25. Effect of Termination. Upon expiration or earlier termination of an Order: (a) subject to Section 26, all rights granted to Customer with respect to Services under such Order will terminate effective as of the effective date of termination; (b) subject to Section 26, ZeroFOX will have no obligation to provide Services to Customer or Authorized Users after the effective date of the termination; and (c) Customer will pay to ZeroFOX any amounts payable for Customer's and any Authorized User's use of Services through the effective date of the termination, together with all other amounts in accordance with the Order and Section 13.

26. Post-Order Termination Data Export and Deletion. Following Customer's request made no later than 10 days from the effective date of termination of an Order, ZeroFOX will make available to Customer an export in CSV or other mutually agreed format of Source Content collected through Customer's use of the Subscription Services and Customer Content that, in each case, was accessible to Authorized Users through the Subscription Services immediately prior to termination ("*Accessible*

Data"). Following such 10-day period, ZeroFOX shall have the right to delete all Accessible Data in accordance with ZeroFOX's deletion policies and procedures and Customer expressly consents to such deletion.

27. Indemnification by Customer. Subject to Section 29, Customer agrees to defend, indemnify and hold harmless ZeroFOX, its Affiliates and their employees, agents, contractors, officers and directors (collectively, "*ZeroFOX Indemnitees*"), from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including without limitation attorneys' fees) (collectively, "*Losses*") arising out of or related to any claim, suit, action or proceeding (each, an "*Action*") by a third party, including Personnel, arising out of or relating to use of the Services other than in accordance with this Agreement and the User Guide.

28. Indemnification by ZeroFOX. Subject to Section 29, ZeroFOX agrees to defend, indemnify and hold harmless Customer, its Covered Affiliates and their Personnel, officers and directors (collectively, "*Customer Indemnitees*"), from and against any and all Losses arising out of or related to any Action by a third party alleging that use of the Services in accordance with this Agreement and the User Guide, Acceptable Use Policy and Order infringes or misappropriates such third party's Intellectual Property Rights (each, a "*Customer Infringement Claim*"). If the Services become, or in ZeroFOX's opinion are likely to become, the subject of a Customer Infringement Claim, ZeroFOX may in its discretion and at its own expense: (a) obtain for Customer the right to continue using the Services; (b) modify the Services so that they no longer infringe or misappropriate; or (c) terminate this Agreement and all Orders and issue a Pro-Rated Refund. ZeroFOX will have no liability for any Customer Infringement Claim to the extent it arises from: (i) Customer's breach of this Agreement; (ii) Customer Content, Source Content or other Outside Material; (iii) ZeroFOX's compliance with an Authorized User's or Customer's instructions; or (iv) continued use of the Subscription Services after ZeroFOX notifies Customer to discontinue use due to an Customer Infringement Claim. THE FOREGOING STATES ZEROFOX'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY CLAIM OF INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR MISAPPROPRIATION.

29. Indemnification Procedure. A Customer Indemnatee or ZeroFOX Indemnatee (each, an "*Indemnatee*") seeking indemnification shall promptly notify the other Party (each, an "*Indemnifying Party*"), in writing of any Action for which it seeks indemnification pursuant to Section 27 or 28 (as applicable) and cooperate with the Indemnifying Party at the Indemnifying Party's expense. The Indemnifying Party shall promptly take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the Indemnifying Party's expense. An Indemnatee may participate in and observe the proceedings at its own expense with counsel of its own choice. A Party's failure to perform any obligations under this Section 29 will not relieve the Indemnifying Party of its obligations under Section 27 or 28 (as applicable) except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnifying Party shall not settle an Action without the Indemnified Party's written consent if such settlement shall require action or payment by the Indemnified Party.

30. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 30: (a) IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR THEIR EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT; AND (b) IN NO EVENT SHALL EITHER PARTY'S CUMULATIVE AND AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID TO ZEROFOX BY CUSTOMER UNDER THE APPLICABLE ORDER(S), INCLUDING PRIOR ORDERS FOR THE SAME SERVICES, IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY (THE "*CAP*"). THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION, INCLUDING THE CAP (COLLECTIVELY, THE "*EXCLUSIONS*"), APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF THE NON-BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE EXCLUSIONS SHALL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 27 OR 28, AS APPLICABLE, CUSTOMER'S BREACH OF SECTION 9 OR CUSTOMER'S PAYMENT OBLIGATIONS TO ZEROFOX UNDER THIS AGREEMENT.

31. Hosting and Other Ordinary Course Providers. In the ordinary course of its business, ZeroFOX uses third-party service providers to support the provision of the Services generally, i.e., not specifically for Customer (collectively, "*Ordinary Course Providers*"). For example, ZeroFOX currently uses Amazon Web Services in the United States as a hosting provider for the Subscription Services. In addition, ZeroFOX may provide Services through one or more Affiliates. ZeroFOX reserves the right to engage and substitute Ordinary Course Providers and Affiliates as it deems appropriate, but shall remain responsible to Customer for the provision of the Services and the actions and omissions of its Ordinary Course Providers and Affiliates

undertaken in connection with this Agreement. For clarity, providers of Source Platforms and other Outside Material shall not be deemed Ordinary Course Providers for any purpose under this Agreement.

32. Publicity. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's marks or logos without the prior written consent of the other Party; provided however that ZeroFOX may (subject to Section 11) include Customer's name and logo in its lists of ZeroFOX customers, its public website and other promotional material.

33. Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by acts of God; flood, fire or explosion; war, terrorism, invasion, riot or other civil unrest; embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "*Force Majeure Event*"), in each case, provided the event is outside the reasonable control of the affected Party, the affected Party provides prompt notice to the other Party, stating the period of time the occurrence is expected to continue, and (c) the affected Party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

34. Independent Parties; No Third Party Beneficiaries. The Parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one Party as an employee, agent, joint venture partner or servant of another. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

35. Assignment. Each Party may assign this Agreement in connection with any merger, consolidation or reorganization involving such Party (regardless of whether a surviving or disappearing entity), or a sale of all or substantially all of a Party's business or assets relating to this Agreement to an unaffiliated third party. Subject to the foregoing, neither Party may assign this Agreement, whether by operation of law or otherwise, without the other Party's prior written consent, and any purported assignment in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

36. Anti-Corruption and Export Compliance. Customer shall, in connection with this Agreement: (a) comply with Applicable Laws relating to anti-bribery and anti-corruption, which may include the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010; (b) comply with Applicable Laws administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control or other governmental entity imposing export controls and trade sanctions ("*Export Laws*"), including designating countries, entities and persons ("*Sanctions Targets*"); and (c) not directly or indirectly export, re-export or otherwise deliver Services to a Sanctions Target, or broker, finance or otherwise facilitate any transaction in violation of any Export Laws. Customer represents that it is not a Sanctions Target or prohibited from receiving Services pursuant to this Agreement under Applicable Laws, including Export Laws.

37. U.S. Government Customers. The Services, User Guide and Ancillary Works are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Services and those materials. If Customer or any Authorized User is using Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer and Customer's Authorized Users must immediately discontinue use of the Services. The terms listed above are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

38. Governing Law; Venue. The parties agree that both the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act ("*UCITA*") are specifically excluded from application to this Agreement. Except to the extent the issue arising under this Agreement is governed by United States federal law, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland, without giving effect to the choice of law rules of that State (and without application of UCITA). Any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in Baltimore, Maryland, USA, and the Parties expressly consent to personal jurisdiction and venue in those courts.

39. Miscellaneous. This Agreement, together with all Orders, the Acceptable Use Policy and the Business Services Addendum, is the complete and exclusive statement of the agreement between the Parties and supersedes all proposals,

questionnaires and other communications and agreements between the Parties (oral or written) relating to the subject matter of this Agreement. Any terms and conditions of any other instrument issued by Customer in connection with this Agreement which are in addition to, inconsistent with or different from the terms and conditions of this Agreement shall be of no force or effect. Additionally, this Agreement supersedes: (a) any click-through agreement with respect to the Services accepted in connection with accessing Services and (b) any confidentiality, non-disclosure, evaluation or trial agreement previously entered into by the Parties with respect to Customer's or an Affiliate's evaluation of the Services or otherwise with respect to the Services. This Agreement may be modified only by a written instrument duly executed by authorized representatives of the Parties. The failure of ZeroFOX to exercise or enforce any condition, term or provision of this Agreement will not operate as a waiver of such condition, term or provision. Any waiver by either Party of any condition, term or provision of this Agreement shall not be construed as a waiver of any other condition, term or provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement, the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; the word "or" is not exclusive; and the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole.

40. Notices. Notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently given: (a) one business day after being sent by overnight courier to the physical address on the signature page to this Agreement (or the Order, if different); (b) three business days after being sent by registered mail, return receipt requested, to the physical address on the signature page to this Agreement (or the Order, if different); or (c) one business day after being sent by email to the email address on the signature page to this Agreement (or the Order, if different) (provided that (i) the sender does not receive a response that the message could not be delivered or an out-of-office reply and (ii) any notice for an indemnifiable Action must be sent by courier or mail pursuant to clause (a) or (b)). Either Party may change its address(es) for notice by providing notice to the other in accordance with this Section.

41. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the respective meanings assigned to them in this Section 41.

"Acceptable Use Policy" means ZeroFOX's standard Acceptable Use Policy, currently available at <https://www.zerofox.com/acceptable-use-policy/>.

"Affiliate" means, with respect to a Party, a business entity that directly or indirectly controls, is controlled by or is under common control with, such Party; "control" means the direct or indirect ownership of more than 50% of the voting securities of a business entity.

"Applicable Laws" means any and all governmental laws, rules, regulations or orders that are applicable to a particular Party's performance under this Agreement.

"Authorized User" means an individual employee, agent or contractor of Customer or a Covered Affiliate for whom subscriptions to Subscription Services have been purchased pursuant to the terms of the applicable Order and this Agreement, and who have been supplied user credentials for the Subscription Services by Customer or the Covered Affiliate (or by ZeroFOX at Customer's or a Covered Affiliate's request).

"Availability" means the meaning assigned to that term in the Business Services Addendum.

"Business Services Addendum" means ZeroFOX's standard Business Services Addendum, currently available at <https://www.zerofox.com/zerofox-for-business-services-addendum/>.

"Customer Content" means information, data and content originating with Customer (or an Authorized User) that Customer or an Authorized User (a) submits to the Subscription Services, including Customer-specific configurations and rules, or (b) provides to ZeroFOX for the provision of Support Services.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“Order” means a separate written order for Services pursuant to this Agreement executed by ZeroFOX and Customer (or, subject to Section 2, a Contracting Affiliate).

“Order Term” means, with respect to each Order, the initial subscription term for the Subscription Services specified in the applicable Order and all Renewal Order Terms, if any.

“Party” means each of ZeroFOX and Customer (or any Contracting Affiliate that enters into an Order pursuant to Section 2).

“Personal Information” means information relating to an identified or identifiable natural person, such as name and online identifier, that is protected by Applicable Laws with respect to privacy where the individual resides (*“Data Protection Law”*).

“Sensitive Information” means Personal Information that is subject to specific or heightened requirements under Applicable Law or industry standards, such as government-issued identification numbers, protected health information under U.S. Health Insurance Portability and Accountability Act, nonpublic personal information under the U.S. Gramm-Leach-Bliley Act, cardholder data under the PCI Data Security Standard, and special categories of personal data and personal data relating to criminal offenses under the EU General Data Protection Regulation.

“Service Parameters” means criteria with respect to Services specified in the associated Order and User Guide, such as (a) numbers of business brands, social media accounts or domains eligible for protection through the Subscription Services, (b) Source Platforms and types of Source Content supported under the purchased subscription, and (c) the number of social or web Takedown Requests available.

“Services” means, collectively, the Subscription Services and Support Services.

“Source Content” means data, content or other material available from a Source Platform.

“Source Platform” means an app, site or platform hosted by a third party (or Customer) that allows its users to share and store data, content and other material, such as sites for social networking and microblogging and sites that support blogs, reviews, surveys and comments. Depending on the applicable Service Parameters, Source Platforms could include, for example, Facebook and Instagram.

“Subscription Services” means ZeroFOX’s cloud-hosted social media and digital risk protection software-as-a-service solutions. The term Subscription Services does not include Source Platforms or other Outside Material.

“Support Services” means implementation, configuration, training, support, managed security, Takedown Requests and other consulting services purchased by Customer under an Order. Additional information on certain Support Services is provided in the Business Services Addendum.

“Takedown Request” means a request submitted by ZeroFOX to a Source Platform or other online service provider on Customer’s behalf to remove data, content or other material that violates Applicable Law, infringes Intellectual Property Rights or otherwise violates applicable Outside ToS.

“User Guide” means ZeroFOX’s standard user guide for the Subscription Services, currently available to logged in Authorized Users at <https://docs.zerofox.com/content/home.htm>.

42. Counterparts. This Agreement and any Order may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any Order by fax or by email of a scanned copy, or execution and delivery through an electronic signature service (such as DocuSign), shall be effective as delivery of an original executed counterpart of this Agreement or the relevant Order.

Effectiveness; Date. This agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it

Each party is signing this agreement on the date stated opposite that party’s signature

Date: _____

ZEROFOX, INC

Tim Bender
CFO

Date: _____

By:
Title:

Information for Notices:

ZeroFOX, Inc.
1834 S Charles St, Baltimore, MD 21230 USA
Attn: Legal Notice
legal@zerofox.com

Attn: _____
